

**CITY OF HAYWARD  
and  
INTERNATIONAL FEDERATION OF PROFESSIONAL &  
TECHNICAL ENGINEERS – LOCAL 21**

**SIDE LETTER OF AGREEMENT**

**RE: AGREEMENT ON MODIFICATION OF TERMS AND CONDITIONS  
OF EMPLOYMENT FOR THE IFPTE LOCAL 21**

This Side Letter of Agreement is made between the City of Hayward (City) and the International Federation of Professional & Technical Engineers (IFPTE Local 21) to amend certain provisions of the current IFPTE Local 21 Memorandum of Understanding effective October 1, 2007 and extended through September 30, 2013 between the parties regarding layoffs, bereavement leave and the City's right to contract.

The City and IFPTE Local 21 agree that the terms of this Side Letter of Agreement for layoffs, bereavement leave and the City's right to contract shall become effective August 1, 2010 and shall remain in effect for the remainder of the term of the 2007-2013 Memorandum of Understanding, including any extension thereof subsequently adopted by the parties, unless amended by a successor agreement.

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**1. Section 3.01-A.3 Layoffs**

The single paragraph in Section 3.01-A.3 of the 2007-2013 Memorandum of Understanding shall be replaced by the following paragraph:

Whenever the effective date of appointment to a classification is the same for two (2) or more employees, the original date of hire as a probationary or part-time employee with the City shall be used to determine which employee has greater length of service within the classification. The employee with the earlier original date of hire with the City shall be considered to have the greater length of service within the classification in this situation. Should the employees have the same original date of hire; their seniority will be determined by their ranking on the eligibility list from which they were selected for the classification. For purposes of this section, a higher ranked employee will be deemed to have more seniority than a lower ranked employee on the same eligibility list.

**Section 3.01-D**

The single paragraph in Section 3.01-D of the 2007-2013 Memorandum of Understanding shall be replaced by the following paragraph:

When employees are scheduled for layoff by the City, the affected employee and the Union will be given at least thirty (30) days notice. The City shall attempt, in so far as is possible, to accomplish any contemplated reduction in personnel by attrition rather than by layoff.

## 2. Section 14.01-C Bereavement Leave

The second paragraph in Section 14.01-C of the 2007-2013 Memorandum of Understanding shall be replaced by the following paragraph:

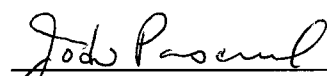
If requested, the employee will be required to certify to his/her department head or a designated representative that the conditions for granting bereavement leave have been satisfied. Such certification may include, but not limited to, a published obituary, a police report, a death certificate, a church/temple/synagogue bulletin, a prayer card, a newspaper article or a funeral announcement. Upon presentation of such a request the department head shall determine whether leave shall be granted and in what amount. Additional funeral leave of two (2) workdays for travel purposes not to exceed a total of five (5) work days may be granted by the department head when circumstances warrant the same.


## 3. Additional Section for Right to Contract

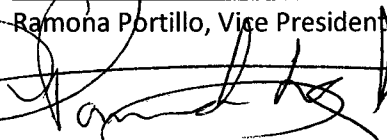
The 2007-2013 Memorandum of Understanding is amended by the addition of the following language and terms:

The right to hire contractors are vested exclusively in the City. Contracting, in this context, occurs when, and only when, the City transfers one or more functions performed by one or more existing bargaining unit members, which are described in the member's job descriptions, to a non-employee contractor. The City shall issue a written, dated notice to the Union announcing a decision to contract. The Union may initiate consultations with the City with respect to any negotiable impact on existing unit members of the decision to contract within thirty days of the date of the City's notice. The City shall consult with the Union with respect to any impact of the decision to contract or subcontract on existing unit members. The City shall notify union of decision in writing.

### For Local 21

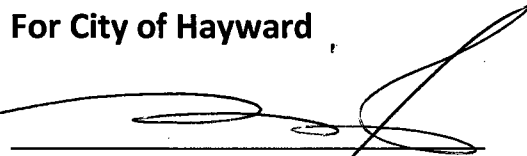
  
Jodi Pascual, President

  
Ramona Portillo, Vice President

  
Pam Covington, Representative

November 2, 2010  
Date

### For City of Hayward

  
Frances David, City Manager

9/21/10  
Date